State of Vermont
Buildings and General Services
Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA



Vendor ID 0000011167 Lehigh Safety Shoe Co 39 E Canal St Nelsonville OH 45764 USA

Contract ID	Page
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Contract Dates	Origin
08/23/2005 to 05/01/2009	CPŠ
Description:	Contract Maximum
CPS SAFE SHOE & SHOEMOBILE S	SVS \$999,999.00
Buyer Name Buyer Phone	Contract Status
LaRose, Deborah L 828-4635	Approved

	Phone	#:				
Line	# Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	9356	BOOT, PAC, COMPOSITE TOE	PR	90.00000	0.00	0.00
		IPOSITE TOE, POLYURETHANE/TPU CONSTRUCTION, SOLE. LEHIGH #1146	URETHANE FOOT, LEA	ATHER TOP, FLEI	ECE CUFF, RE	MOVABLE LINER,
2	9357	SHOE, 6" WORK, STEEL TOE	PR	71.72000	0.00	0.00
		STEEL TOE, CAMBRELLE VAMP LINING, WELT OR DIR COLLAR, WIDE OR OBLIQUE TOE, STEEL SHANK, CUS				HER, FULY
3	9358	BOOT, 8" WORK, STEEL TOE	PR	56.27000	0.00	0.00
		STEEL TOE, INSULATED, WELT OR DIRECT INJECTION R, WIDE OR OBLIQUE TOE, STEEL SHANK, CUSHION IN IGH #5039				
4	9359	BOOT, 8" WORK, STEEL TOE	PR	76.87000	0.00	0.00
		STEEL, INSULATED, TREATED LEATHER UPPER, WEL LATE INSULATION, FULY LINED, PADDED COLLAR, REI #5128				
5	9360	BOOT, 8" WORK, COMPOSITE TOE	PR	90.00000	0.00	0.00
		COMPOSITE TOE, INSULATED, WATERPROOF, LEATH E, RUBBER SHELL OUTSOLE, PLASTIC SHANK. LEHIC		GHT CONSTRUC	TION, THINSUI	_ATE, REMOVABLE
6	9361	BOOT, 8" LOGGER, STEEL TOE	PR	90.00000	0.00	0.00
		ER, STEEL TOE, INSULATED, WATERPROOF, WELT OR DE VIBRAN/RUBBER OUTSOLE AND DEFINED HEEL, ST				
7	9362	BOOT, 9" WORK, STEEL TOE	PR	102.62000	0.00	0.00
		STEEL TOE, INSULATED, WATERPROOF, WELT OR DI LE WITH DEFINED HEEL, STEEL SHANK, THINSULATE				NE PIECE
8	9363	BOOT, 6" WORK, STEEL TOE	PR	97.47000	0.00	0.00
		STEEL TOE, INSULATED, TREATED LEATHER UPPER, EMOVABLE CUSHION INSOLE, DIRECT ATTACHED RUI				
9	9364	BOOT, HIKER, STEEL TOE	PR	66.57000	0.00	0.00
		TEEL TOE, WATERPROOF, LEATHER UPPER, FULLY LI L SHANK, REMOVABLE CUSHION INSOLE. LEHIGH #5		R, DIRECT INJEC	TION, POLYUR	ETHANE HIKER
10	9365	BOOT, HIKER, HI-TOP, STEEL TOE	PR	41.85000	0.00	0.00
		-TOP, STEEL TOE, LIGHTWEIGHT CONSTRUCTION, NU SHION INSOLE ARCH SUPPORT, RUBBER HIKER/WED			AR, FULLY LIN	ED,

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Contract Dates		Origin	
08/23/2005 to 05/0	1/2009	CPŠ	
Description:		Contract	Maximum
CPS SAFE SHOE &	SHOEMOBILE SVS	\$99	99,999.00
Buyer Name	Buyer Phone (	Contract	Status
LaRose Deborah I	828-4635	Approved	

#### Phone #:

				Unit	Max	Max
Line #	Item ID	Item Desc	UOM	Price	Qty	Amt
11	9366	SAFETY SHOES AND BOOTS - VARIOUS TYPES FOR ALL PRODUCTS IN CATALOG, BUT NOT LISTED . SEE CONTRACT PRICE LISTED EFFECTIVE 01/01/2008 FOR ACTUAL PRICES.	EA	0.01000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

CONTRACT PERIOD: AUGUST 23, 2005 TO DECEMBER 31, 2007 WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR PERIOD.

ATTACHMENT: PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 11/01/04 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT WITH 30 DAY WRITTEN NOTICE.

DELIVERY: SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES. INVOICES SHALL CLEARLY INDICATE THE QUANTITY, DESCRIPTION, PACKAGING, CONTRACT PRICING AND DATE OF DELIVERY. EACH INVOICE MUST INCLUDE CONTRACT NUMBER, DESCRIPTION OF ITEMS, DISTRICT OR DIVISION NUMBER AND EMPLOYEE'S NAME, DATE OF COMPLETED DELIVERY AND PRICING.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

PRICES: PRICES SHALL INCLUDE DELIVERY AND ALL OTHER CHARGES ASSOCIATED WITH THE SERVES OUTLINED IN THIS CONTRACT, AND SHOULD BE GOVERNMENT-DISCOUNTED PRICES. PRICES ARE TO REMAIN FIRM FOR THE FIRST 17 MONTHS OF THE CONTRACT PERIOD OR UNTIL DECEMBER 31, 2007. THEREAFTER, CONTRACTOR MAY REQUEST PERMISSION TO MAKE PRICING ADJUSTMENTS FOR THE PERIOD BEGINNING JANUARY 1, 2008. ALL REQUEST MUST BE SUBMITTED IN WRITING TO THE VT PURCHASING AND CONTRACT ADMINISTRATION DIVISION, ON OR BEFORE OCTOBER 1, 2008.

USAGE REPORTS: CONTRATOR IS REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORTS. THESE REPORTS WILL COVER THE FOLLOWING TIME PERIOD, AND MUST BE SENT TO THE PURCHASING AGENT NO MORE THEN FIFTEEN (15) DAYS AFTER THE END OF THE IDENTIFIED REPORTING PERIOD. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER, THE USING DEPARTMENTS ADDRESS, CONTACT NAME AND TELEPHONE NUMBER, PRODUCT ORDERED, QUANTITY ORDERED, QUANTITY SHIPPED, AND PRICE CHARGED WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD.

REPORTING PERIODS: THE FIRST MUST BE RECEIVED BY THE END OF THE FIRST QUARTER AND QUARTERLY THEREAFTER IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD
JANUARY 1 - MARCH 31
APRIL 1 - JUNE 30
JULY 1 - SEPTEMBER 30
OCTOBER 1 - DECEMBER 31

REPORT DUE: APRIL 15 JULY 15 OCTOBER 15 JANUARY 15

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	08/23/2005 to 05/0	1/2009	CPŠ	
	Description:		Contra	ct Maximum
	CPS SAFE SHOE 8	<b>SHOEMOBILE</b>	SVS \$	999,999.00
	Buyer Name	Buyer Phone	Contra	ct Status
	LaRose.Deborah L	828-4635	Approve	ed

Phone #:

			Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt

ANSI APPROVED FOOTWEAR: ALL SAFETY FOOTWEAR OFFERED UNDER THIS AGREEMENT MUST MEET OR EXCEED ANSI Z41 CLASS 175-C75. FOOTWEAR WILL BE REQUIRED FOR ROAD AND CONSTRUCTION WORKERS, BRIDGE WORKERS, SURVEY CREWS, MACHINE SHOP PERSONNEL, LABORATORY TECHNICIANS AND OTHERS. THE CONTRACTOR MUST BE ABLE TO PROVIDE A WIDE SELECTION OF MEN AND WOMEN'S STYLES, AND MUST CARRY SUBSTANTIAL INVENTORY OF APPROVED FOOTWEAR ON EACH MOBILE UNIT. ALL ITEMS OFFERED MUST BE FIRST QUALITY, NOT SECONDS OR IRREGULARS, AND MUST MEET OR EXCEED THE MINIMUM REQUIREMENTS OF THIS CONTRACT.

PRODUCT INVENTORY: THE CONTRACTOR SHALL BE REQUIRED TO MAINTAIN A SUBSTANTIAL INVENTORY OF BRANDS AND STYLES BEING OFFERED. NO "CLOSE-OUTS", DISCONTINUED ITEMS, OR IRREGULARS WILL BE ALLOWED FOR ANY ITEM.

WARRANTY/GUARANTEE: ALL LEHIGH PRODUCTS HAVE A GUARANTEE AGAINST DEFECTS IN MATERIALS AND MANUFACTURE WORKMANSHIP. AS BACKUP, LEHIGH THE PROMISE PLUS. THIS WARRANTY OFFERS YOU A 12 MONTH GUARANTEE, 180 DAY FUL WARRANTY PLUS A 180 DAY LIMITED WARRANTY COPY ATTACHED. LEHIGH OFFERS THEIR EXCLUSIVE "60 DAY COMFORT GUARANTEE". LEHIGH BUILDS COMFORT SYSTEMS INTO EVERY SHOE TO FIGHT FATIGUE AND GUARANTEES COMFORT. SHOULD AN EMPLOYEE EXPERIENCE DISCOMFORT IN THEIR FOOTWEAR, SIMPLY CONTACT YOUR NEAREST LEHIGH LOCATION TO ENSURE SATISFACTION.

WATERPROOF STYLE: WATERPROOF SHALL MEAN THE FOOTWEAR HAS A GORTEX, OR OTHER WATERPROOF MEMBRANE, BETWEEN THE OUTSIDE BOOT MATERIAL AND ANY INSULATION AND/OR BREATHABLE LINER. TREATED LEATHER SHALL NOT BE CONSIDERED 'WATERPROOF' UNDER THE SPECIFICATIONS OF THIS CONTRACT.

NON-METALLIC TOE CAPS: STYLES, WHICH REQUIRE NON-METALLIC TOECAP, MUST MEET OR EXCEED ANSI Z41 CLASS 75/75 SAFETY TOE REQUIREMENTS FOR IMPACT AND COMPRESSION, MUST BE MADE OF MATERIAL WHICH IS RESISTENT TO THE TRANSMISSION OF HEAT OR COLD, AND TO ABRASION, CORROSION AND CHEMICAL DETERIORATION FOR THE FULL LIFE OF THE FOOTWEAR.

MOBILE SALES UNITS (SHOE MOBILE): CONTRACTOR MUST PROVIDE A MOBILE UNIT (OR UNITS) FOR FITTING AND DELIVERY OF SAFETY FOOTWEAR AT VARIOUS POINTS WITHIN THE STATE OF VERMONT. MOBILE UNIT STAFF MUST BE FULLY TRAINED AND QUALIFIED IN FITTING AND SELECTION OF SAFETY FOOTWEAR. EACH MOBILE UNIT MUST UTILIZE SELF-CONTAINED GENERATORS FOR HEAT, LIGHT AND AIR CONDITIONING OR CAN BE PLUGGED INTO ELECTRICAL SYSTEMS ON SITE.

LEHIGH CAN PROVIDE A "PREFITTING" SHOE CLINIC TO ANSWER ANY QUESTIONS CONCERNING PRODUCT, FIT AND OVERALL SERVICES AVAILABLE.

LOCATIONS AND DATES OF SITE VISITS: CONTRACTOR SHALL BE REQUIRED TO PROVIDE SITE VISITS TO (10) LOCATIONS FOR STATE OF VERMONT AGENCY OF TRANSPORTATION (AOT) AND EIGHT (8) LOCATIONS FOR STATE OF VERMONT BUILDINGS & GENERAL SERVICES (BGS). CONTRATOR SHALL PROVIDE HALF-DAY FOLLOW UP VISITS TO ANY LOCATION WITHIN TWO WEEKS OF THAT LOCATION'S INITIAL SITE VISIT OR UPON REQUEST OF AGENCY. CATALOGS WILL ALSO BE REQUIRED FOR NEW EMPLOYEES HIRED. THE STATE OF VERMONT SHALL BE RESPONSIBLE FOR PROVIDING CONTRACTOR WITH ALL INFORMATION NECESSARY TO COORDINATE AND SCHEDULE DATED AND LOCATIONS FOR SITE VISITS.

FOLLOW UP SITE VISITS: CONTRACTOR WILL BE REQUIRED TO PROVIDE HALF-DAY FOLLOW UP VISITS TO ANY LOCATION WITHIN TWO WEEKS OF THAT LOCATIONS'S INITIAL SITE VISIT OR UPON REQUEST OF AGENCY. FOLLOW UP VISIT WILL BE FOR THE PURPOSE OF DEALING WITH ANY CUSTOMER SATISFACTION OR FITTING ISSUES AS WELL AS DELIVERY OF ITEMS NOT AVAILABLE AT TIME OF INITIAL VISIT.

FOOTWEAR ALLOWANCES: THE STATE OF VERMONT AOT WILL PROVIDE AN ANNUAL ALLOWANCE OF \$85.50 FOR EACH ELIGIBLE EMPLOYEE. THERE IS NO MAXIMUM ALLOWANCE FOR THE VT BGS.

EMPLOYEE PURCHASES OVER THE MAXIMUM ALLOWANCE: CONTRACTOR MUST BE PREPARED TO ACCEPT PERSONAL CHECKS, CASH OR CREDIT CARD FOR EMPLOYEES WHO WISH TO MAKE A PURCHASE IN EXCESS OF MAXIMUM ALLOWANCES.

ORDERING PROCEDURE: AT TIME OF VENDOR MOBILE SITE VISIT, EMPLOYEE SHALL BE FITTED AND PROVIDED WITH APPROVED FOOTWEAR. EACH EMPLOYEE MUST PROVIDE NAME, IDENTIFICATION NUMBER AND NAME OF DEPARTMENT OR AGENCY. THE APPROPRIATE SIZE OR STYLE IS NOT AVAILABLE AT TIME OF VISIT, VENDOR IS REQUIRED TO MAKE WITHIN THE NUMBER OF DAYS SPECIFIED BELOW. AT COMPLETION OF EACH SITE VISIT, A COPY OF ALL ORDERS COMPLETED, OR FOR DELIVERY, MUST BE GIVEN TO THE ASSIGNED SITE FOREMAN OR OTHER PERSON AUTHORIZED BY AGENCY.

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Max

Max

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Contract Dates		Orig	in
08/23/2005 to 05/0	1/2009	CPS	
Description:		Cont	ract Maximum
CPS SAFE SHOE &	SHOEMOBILE	SVS	\$999,999.00
Buyer Name	Buyer Phone	Cont	ract Status
LaRose.Deborah L	828-4635	Appr	oved

Unit

F	hone #:

Line # Item ID Item Desc UOM Price Qty Amt
SERVICE: CONTRACTOR AGREES TO DELIVER ALL OUT-OF STOCK STYLE OR SIZES WITHIN 7-10 DAYS FROM DATE OF INITIAL
ORDER DATE. ALL DELIVERED ITEMS SHALL BE INDIVIDUALLY BOXED AND MUST INCLUDE EMPLOYEE NAME, DIVISION AND DATE
OF ORDER. IN THE EVENT OF AN ORDER IS MADE FROM THE SHOE MOBILE SHIPMENT CAN BE MADE BY UPS GROUND SERVICES
WITHIN 48-72 HOURS FROM ONE OF THESE THREE OPTIONS. 1)NASHUA "LEHIGH SAFETY SHOE CENTER" (WAREHOUSES
APPROXIMATELY 12,075 PAIR OF SAFETY SHOES) 2)LEHIGH'S KANE DISTRIBUTION CENTER IN TUNKHANNOCK, PA (WAREHOUSES
APPROXIMATELY 275,000 PAIR OF SAFETY SHOES) OR 3)SHIPPED FROM ONE OF LEHIGH'S NATIONALWIDE 39 LEHIGH SAFETY
SHOE STORES LOCATED THROUGHOUT THE UNITED STATES.

RETURNS: CONTRACTOR SHALL ACCEPT RETURNS FOR ITEMS DUE TO IMPROPER FIT OR WARRANTY CLAIMS AT SCHEDULED SITE VISITS OR SHALL PROVIDE PREPAID RETURN MERCHANDISE AUTHORIZATION OR CALL TAGS.

INVOICING: INVOICING SHALL BE DONE ON THE BASIS OF EACH ORDER COMPLETED. INVOICES SHALL CLEARLY INDICATE THE QUANTITY, DESCRIPTION, PACKAGING, AND CONTRACT PRICING AND DATED OF DELIVERY. EACH INVOICE MUST INCLUDE CONTRACTOR NUMBER, DESCRIPTION OF ITEMS, DISTRICT OR DIVISION NUMBER, AND EMPLOYEE'S NAME, DATED OF COMPLETED DELIVERY AND PRICING.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLESE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs\_surveys/index.php?type=customer&action=customer

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT: DEBBIE Larose, PURCHASING AGENT, PHONE: 802-828-4635, FAX 802-828-2222 EMAIL: deborah.larose@state.vt.us

CHANGE #1 - 02/01/08 TO RENEW THE CONTRACT FOR AN ADDITIONAL YEAR WITH A 3% INCREASE DUE THE INCREASED COST OF GOODS AND MATERIALS PER A LETTER FROM SARAH MARTIN OF LEHIGH SAFETY SHOES DATED JANUARY 18, 2008.

CHANGE #2 - TO RENEW THE CONTRACT FOR AN ADDITIONAL FOUR MONTHS AT THE SAME PRICES, TERMS AND CONDITIONS PER SHIRLEY CHENEY FROM LEHIGH SAFETY SHOE ON 12/19/08.

ALL OTHER TERMS AND CONDITIONS ON THIS CONTRACT REMAIN THE SAME.

## WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT	By the CONTRACTOR
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	Email: